

INTERGOVERNMENTAL MAINTENANCE AGREEMENT

BETWEEN

THE STATE OF ARIZONA

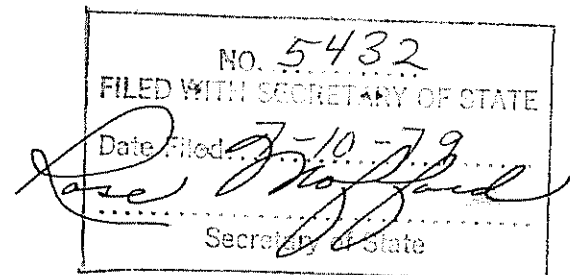
AND

THE TOWN OF WINKELMAN

THIS AGREEMENT, entered into pursuant to Arizona Revised Statutes, Section 11-951 through 11-954, as amended, by and between the STATE OF ARIZONA, acting by and through the ARIZONA DEPARTMENT OF TRANSPORTATION, hereinafter called "STATE", and the TOWN OF WINKELMAN, a municipal corporation hereinafter called "TOWN".

WHEREAS, the STATE is empowered by Arizona Revised Statutes Section 28-108 to enter into this Agreement and the Director of the Arizona Department of Transportation has delegated to the undersigned his authorization to execute this Agreement on behalf of the STATE;

WHEREAS, the TOWN is empowered by Arizona Revised Statutes Section 9-672, to enter into this Agreement, and acting by and through its duly elected governing body, has by that certain resolution attached hereto and incorporated herein as Exhibit "A" resolved to enter into this Agreement and has authorized the undersigned as its representative to execute the same on behalf of said TOWN.



Attached to this Agreement and incorporated herein by reference as Exhibit "B" is a copy of the written determination of the appropriate attorney that the TOWN is authorized under the law of this State to enter into this Agreement and that it is in proper form.

WHEREAS, it is to the mutual benefit of the STATE and the TOWN to enter into an agreement covering the maintenance of these certain State Highways known as S. R. 77 and S. R. 177 which are State Highways of the STATE OF ARIZONA and which traverse the said TOWN OF WINKELMAN over those certain streets which form the necessary and convenient links for the connection of sections of the aforesaid State Highways and for carrying of such State Highways through said TOWN, as more particularly set forth upon the map attached hereto and marked Exhibit "C", and by reference made a part hereof.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter to be kept by all parties, it is mutually agreed as follows:

1. The TOWN shall set aside sufficient funds to accomplish the maintenance responsibilities set forth in this agreement.
2. The STATE shall set aside sufficient funds to accomplish the maintenance and betterment responsibilities within the TOWN as set forth by this agreement.

3. That the STATE, acting by and through its Department of Transportation shall, except as otherwise expressly provided in this agreement, have jurisdiction and control over and be responsible for the maintenance and any needed betterments of the highways as delineated upon the map attached hereto and marked Exhibit "C", said jurisdiction, control and responsibility to include:

- a. Betterment of reconstruction of roadway, curbs, sidewalks, medians and channelization.
- b. Bridges and drainage.
- c. Guardrails and fences.
- d. Transportation permits, such as overweight, overwidth, and overheight as prescribed by law.
- e. Routine maintenance of roadway and curbs.
- f. Permits for highway right of way encroachments and use.
- g. Removal of snow, sand, rock and other debris caused by slides or other causes.
- h. Traffic control devices, including signs, striping and marking (except street name and parking).

4. That the TOWN shall, except as otherwise expressly provided in this agreement have jurisdiction and control over routine maintenance of:

- a. Sidewalks
 - b. Sprinkling
 - c. Street lighting (other than safety lighting).
 - d. Street name signs.
 - e. Parking signs. Approved crosswalks, parking lane striping and curb markings after initial installation.
5. That the TOWN shall not allow snow, sand, rocks or other hazardous debris to be dozed or swept onto State Highways.
6. That the regulations as set forth on the "Authorized Position of Advertising Signs Along State Highway Right of Way" shall be adhered to as a minimum by the TOWN. A copy of said regulations is attached hereto and marked Exhibit "D", and by reference made a part hereof.
7. That the TOWN shall furnish adequate evidence of full liability and property damage insurance on all employees engaged in performing duties heretofore agreed to on the State Highway right of way. The TOWN will maintain the insurance for the period of this agreement. A copy of the policy is attached hereto and marked Exhibit "E" and by reference made a part hereof.

8. That the TOWN will provide traffic control in accordance with the Arizona Department of Transportation Traffic Control Manual for Highway Construction and Maintenance during all maintenance operations by the TOWN on the State Highway right of way.
9. All work performed under the provisions of this agreement shall be performed in a manner satisfactory to the Department of Transportation.
10. It is understood that this Agreement will cancel and supersede any previous Agreements for street maintenance, and betterment on those State Highways which traverse within the boundaries of the TOWN.
11. This Agreement shall be filed with the Secretary of State and shall become effective on the 1st day of January, 1979, but in no event prior to its being filed with the Secretary of State.
12. It is understood that this Agreement may be amended, or supplemented, by mutual consent of the parties hereto at any time with all other conditions set forth remaining in effect.
13. This Agreement shall remain in force and effect until midnight December 31, 1979, and shall there-

after be automatically renewed for successive periods of one (1) year, unless either party shall give notice in writing to the other not less than one (1) month nor more than three (3) months prior to the initial expiration date, or of any renewal date hereof, cancelling said Agreement. In event of such notification and upon expiration of the term during which notice is given, this Agreement shall thereupon become of no further force and effect.

14. It is understood that upon the termination of this Agreement for any cause whatsoever, all properties which are the subject matter of this Agreement are declared to be property of the Arizona Department of Transportation.
15. Any disposal of properties subject to this Agreement shall be in a manner as otherwise prescribed by law concerning the disposal of public property.
16. All parties are hereby put on notice that this Agreement is subject to cancellation by the Governor pursuant to Arizona Revised Statutes Section 38-511.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first written above.

STATE OF ARIZONA
ARIZONA DEPARTMENT OF TRANSPORTATION

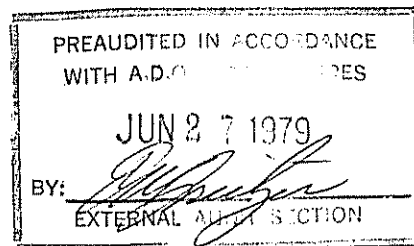
By: *J. B. Mertz*
Chief Deputy State Engineer

TOWN OR CITY OF WINKELMAN

ATTEST:

Mina Santos
Clerk or Manager

By: *Richard D. Caposella*
TITLE: MAYOR





OFFICE OF THE
Attorney General

1801 WEST JEFFERSON STREET
FOURTH FLOOR
PHOENIX, ARIZONA 85007

ROBERT K. CORBIN
~~XXXXXXXXXXXX~~
ATTORNEY GENERAL

INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A. G. Contract No. 79-438 which is an agreement between public agencies has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in proper form and is within the powers and authority granted to the State or its agencies under the laws of the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.


DATED this 20th day of June, 1979.

ROBERT K. CORBIN
Attorney General

Albert Morgan
ALBERT MORGAN
Assistant Attorney General

RESOLUTION

Be it resolved on this date June 28, 1979 I, W. A. ORDWAY, the below undersigned Director, Department of Transportation, have determined that it is to be to the advantage of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, and the Town of Winkelman, enter into the intergovernmental agreement for the purpose of maintaining certain State Highways known as S. R. 77 and S. R. 177, which are State Highways of the State of Arizona and which traverse the said Town of Winkelman over those certain streets which form the necessary and convenient links for the connection of sections of the aforesaid State Highways and for carrying of such State Highways through said Town.


W. A. ORDWAY, DIRECTOR
Arizona Department of Transportation

TOWN/CITY OF WINKELMAN

RESOLUTION NO. #80

RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF WINKELMAN, ARIZONA, TO ENTER INTO INTERGOVERNMENTAL MAINTENANCE AGREEMENT WITH THE STATE OF ARIZONA AND AUTHORIZING THE MAYOR TO EXECUTE SAID AGREEMENT;

WHEREAS, the Mayor and Common Council of the TOWN of WINKELMAN find that the within Resolution is in the interests of the TOWN OF WINKELMAN;

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the TOWN OF WINKELMAN, that the TOWN enter into a Intergovernmental Maintenance Agreement with the State of Arizona acting by and through the Arizona Department of Transportation to be effective on the 1st day of January, 1979, but in no event prior to being filed with the Secretary of State;

BE IT FURTHER RESOLVED that the Mayor of the TOWN of WINKELMAN is authorized to execute said agreement on behalf of the TOWN.

PASSED AND ADOPTED by the Mayor and Common Council of the TOWN OF WINKELMAN this Date: April 13, 1979

Roberta P. Thompson
MAYOR

ATTEST:

Diana Santoro, Town Clerk
Clerk/Manager

APPROVED AS TO FORM:

Edward J. Lawrence
Attorney

EXHIBIT "A"

DATE:

TO: WINKELMAN TOWN COUNCIL
FROM: TOWN/CITY ATTORNEY
RE: INTERGOVERNMENTAL MAINTENANCE AGREEMENT
BETWEEN THE STATE OF ARIZONA AND THE
TOWN OF WINKELMAN

I have determined that the above agreement
is in proper form and that the TOWN is authorized
under the laws of the State of Arizona to enter into
it.

Edward L. L. L.

EXHIBIT "B"